



Search and Rescue Model Memorandum of Understanding

**Approved by the Standardized Emergency Management
System (SEMS) Advisory Board on July 28, 1999**

**Arnold Schwarzenegger
Governor**

**Henry R. Renteria
Director
Governor's Office of Emergency Services**

OPERATIONAL AREA SEARCH AND RESCUE MODEL MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this _____ day of, _____, 199_, by and between the _____ Fire Agency, a public entity, hereinafter referred to as “FIRE”, and the _____ Law Enforcement Agency, a public entity, hereinafter referred to as “LAW”; and

WHEREAS, FIRE and LAW both provide Search and Rescue services within the jurisdiction; and

WHEREAS, FIRE and LAW have found it to be of mutual benefit to provide for the most efficient utilization of FIRE and LAW resources in the application to Search and Rescue efforts within the jurisdiction; and

WHEREAS, the respective agencies are committed to complete cooperation and coordination in providing the highest level of Search and Rescue services to the public, guided by the principle that performing cooperatively is in the best interest of victims and patients; and

WHEREAS, both agencies agree that each incident may require the services of both agencies, and further agree to utilize the Incident Command System (ICS) in Unified Command, or as Liaison Officers/Agency Representatives, at a single Incident Command Post (ICP), as prescribed by the State’s Standard Emergency Management System (SEMS); and

WHEREAS, the parties hereto desire to enter into a mutual response pact, wherein one party will respond to and provide Fire/Rescue at incidents occurring within the jurisdiction, and the other party will respond to and provide Wilderness/Mountain Search and Rescue (SAR), search for missing or lost persons, missing and downed aircraft, and investigation of incidents that may involve criminal acts; and

WHEREAS, LAW recognizes the _____ Fire Agency as the primary agency with jurisdictional authority and functional responsibility to provide Fire/Rescue to the unincorporated areas and cities served by the _____ Fire Agency; and

WHEREAS, FIRE recognizes the _____ Law Enforcement Agency (normally the County Sheriff’s Department) as the primary agency with jurisdictional authority and functional responsibility to provide SAR, search for missing or lost persons, missing and downed aircraft, and investigation of incidents that may involve criminal acts; and

WHEREAS, both FIRE and LAW agree that certain incidents such as Water Rescues or certain Air Operations may require a coordinated joint response; and

WHEREAS, FIRE and LAW mutually agree to enter into an Operating Plan that contains the operational details, that is subject to regular periodic review, and that by reference herein, is referred to as EXHIBIT A to this MOU;

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. Any changes to the MOU, which constitute a change in policy, shall be approved by the appropriate Governing Body of the Fire Agency and the appropriate Governing Body of the Law Enforcement Agency.
2. For purposes of liaison and administration of this MOU, the _____ Fire Chief and the _____ Law Enforcement Chief shall be designated as the representatives of the respective parties to this MOU, and they shall be jointly responsible for the administration of this MOU, and shall be jointly responsible to develop and implement an Operating Plan.
3. Specific details of the services to be provided under this MOU and the general operating policies, including, but are not limited to, response areas, types of equipment, operational command, dispatch and communications, training, response maps, preplans, incident reports, and evaluation of effectiveness shall be approved by the _____ Fire Chief and the _____ Law Enforcement Chief in the Operating Plan, attached as EXHIBIT A.
4. Annually, or more frequently as requested by either party, a joint review of the Operating Plan shall occur to identify changes in operating procedures, response information, and other subjects identified in this MOU, and that the Operating Plan may be amended by written mutual agreement of both the _____ Fire Chief and the _____ Law Enforcement Chief.
5. Each party agrees that the use of Unified Command, as prescribed in SEMS shall be established at SAR and Fire/Rescue incidents when multiple agencies have statutory authority and functional responsibility, and that under these conditions, each party further agrees to co-locate in Unified Command at a single ICP.
6. Each party shall, at its own expense, develop and provide for the necessary cross connections of its communications system with the communications system of the other.
7. Each party shall, at its own expense, provide to the other party a predetermined response map system designating response areas referred to in this MOU.
8. Responsibility for requests for "Mutual Assistance " from the parties to this MOU shall continue to rest with the agency having jurisdictional authority and functional responsibility.

9. The _____ Fire Chief and the _____ Law Enforcement Chief, or their designated representative, shall determine and agree upon the capabilities of each party to respond to incidents requiring "Mutual Assistance" and/or specialized resources.
10. The parties understand and agree that the responding party's response to a request for "Mutual Assistance" shall depend upon existing emergency conditions within its jurisdiction and the availability of its resources.
11. Reimbursement for services provided by each party pursuant to this MOU shall be through existing reimbursement policies and procedures.
12. This MOU shall become operational and effective upon execution by both parties. The MOU shall remain in effect in perpetuity. It is further agreed that either party may terminate the MOU at any time by giving written notice to the party at least sixty (60) days prior to the date of termination.
13. The parties shall agree that the provisions of this MOU are not intended to directly benefit, and shall not be enforceable by any person or entity not a party to this MOU. By entering into the MOU, neither party waives any of the immunities provided under state or federal law.
14. Notwithstanding the provisions of Government Code Section 895.2, each party shall defend, indemnify, and hold harmless the other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions an administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers agents or employees arising out of or incidental to the performance of any of the provisions of this MOU. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents or employees.
15. By entering this MOU, neither party waives any of the immunities provided by the Government Code or other applicable provisions of law. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the parties of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date as written below.

SIGNATURES AS APPROPRIATE PER LOCAL GOVERNING BODY POLICY.